

Quotation

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Quotation/Case Number: C201607-0461
 Date: 07/19/2016
 Representative: Josh Mode
 Valid Until: 09/30/2016

Software License

Qty	Product ID	Description	Unit Price	Subtotal
1	CMW117	HIPS and SIPS Professional Research license discount of 30% has been applied. One year of subscription will be provided at no cost as well.	\$19,950.00	\$19,950.00

Subtotal:	\$19,950.00
Volume Discount:	\$-5,985.00
Discounted Subtotal:	\$13,965.00
Total:	\$13,965.00

Grand Total

Currency: USD	Subtotal:	\$19,950.00
	Volume Discount:	\$-5,985.00
	Discounted Subtotal:	\$13,965.00
	Total:	\$13,965.00

Plus applicable taxes.

See "Additional Terms & Conditions" at end of quotation.

The contents of this document are confidential and may be protected by legal privilege. If you are not the intended recipient, please notify Teledyne CARIS as soon as possible. If you are not the intended recipient, any use of its contents is prohibited. This document, in its entirety, is considered commercial-in-confidence.

Unless otherwise indicated, the following shall be in place:

Currency	<ul style="list-style-type: none"> • Pricing in Canada is in Canadian dollars. • Pricing outside Canada is in US dollars unless otherwise indicated. • Consult with your Teledyne CARIS sales representative for further details if required.
Taxes	<p>In Canada</p> <ul style="list-style-type: none"> • Prices quoted do not include Canadian HST, GST or PST, where applicable. • The company or organization purchasing the software, subscription(s), hardware, or services (the Client) claiming HST, GST, PST or Duty exemption must provide Teledyne CARIS with a Tax Exemption number(s) when ordering. <p>Outside Canada</p> <ul style="list-style-type: none"> • Prices include Canadian customs duties if applicable. • Prices do not include import duties, taxes or other such related costs imposed by the importing country.
General	<ul style="list-style-type: none"> • Quoted price(s) include the integration of software with any hardware purchased jointly from Teledyne CARIS where integration is indicated as a deliverable in the quotation. • Quoted price(s) do not include on-site software installation/integration unless stated otherwise. • Applicable volume discounts are directly related to the quantity of each item actually purchased. The percentage of volume discount applied for the final sale will be adjusted to reflect the quantities sold if different than originally quoted. • Teledyne CARIS reserves the right to revise the quoted price of any software or hardware sourced outside Canada in the event of a significant change in the applicable foreign exchange rate occurring prior to the expiry date of this quotation or to the date of the receipt of an order. • Changes to these terms and conditions require mutual agreement by both parties in writing. • Software operation may be limited to specific hardware platforms. Please contact Teledyne CARIS for more information. • The Client is required to agree to the software End User Licence Agreement (EULA) located at www.caris.com/eula that includes a non-disclosure clause relating to proprietary information regarding the software and documentation. Issuance of a purchase order or other method of payment against this quotation constitutes the required agreement and binds the purchaser to the terms and conditions of the EULA which are incorporated by reference. If the signee to any purchase order made as a result of this Quotation is, or is signing on behalf of, a reseller, the signee agrees that it will not provide any Teledyne CARIS software to any end user without first having obtained the end user's agreement to the EULA located at www.caris.com/eula. The terms and conditions of the EULA are subject to change from time to time. The terms and conditions in effect at time of issuance of the purchase order or other method of payment against this order shall be those located at www.caris.com/eula at the time of such issuance of the purchase order or other method of payment. • All software is delivered with restricted rights as commercial "off-the-shelf" items in accordance with Teledyne CARIS' licence and lease agreements unless otherwise agreed in writing between the Parties.
Payment	<ul style="list-style-type: none"> • Payment for goods and services is net thirty (30) days from date of shipment, based on approved credit terms. Teledyne CARIS reserves the right to request payment in advance of shipping. • The Client is responsible for any fees or charges incurred as a result of a bank transfer. In the event that Teledyne CARIS is charged a deposit fee, the Client will be invoiced for this fee. • Methods of payment include: <ul style="list-style-type: none"> • Bank Draft – Contact Teledyne CARIS for electronic bank account transfer information. • Cheque/Money Order – payable to Teledyne CARIS • Credit Card (VISA or MasterCard) – Provide the cardholder's name, card number, expiry date, and address • Purchase Order – accepted from approved Government Agencies and Universities <p>For GSA Clients</p> <ul style="list-style-type: none"> • The preferred method of payment for GSA clients is through the Wide Area Workflow (WAWF) system. <p>For Training at Client's Location</p> <ul style="list-style-type: none"> • The deadline for receipt of a purchase order, and payment (if required), is not less than four (4) full weeks before the course is scheduled to start. Otherwise, the Client may be liable for additional costs (e.g.: higher air travel costs). • A purchase order for the full amount is required in order for the course preparations and travel arrangements for the instructor to proceed. Teledyne CARIS reserves the right to request payment before proceeding, especially for new Clients. <p>For Training at Teledyne CARIS</p> <ul style="list-style-type: none"> • Please indicate on your completed registration form which method of payment you prefer.
Shipping	<ul style="list-style-type: none"> • Shipping and handling will be charged on orders totalling less than \$5,000. • The Client shall bear all costs and risks of loss or damage to the goods from the point that the goods are received by the Client. Unless otherwise directed in writing by the Client, Teledyne CARIS will arrange for shipping and insurance via the most economical means and will bill the Client at cost. • Shipping is from Fredericton, New Brunswick, and will be approximately five to ten (5–10) days from receipt of Purchase Order and approved credit. Times may vary according to size of order and availability.

Confidential Information

- So there shall be no doubt, for the purposes of these terms and conditions and any contract formed between the Parties based on this Quotation, Confidential Information shall always include:
 - Network, facility and product engineering and specification documents;
 - Information regarding the business, finances, business dealings or Personnel of the Disclosing Party or any Client of the Disclosing Party
 - Any reports from Third Party Auditors that speak to the policies and processes in place at the Parties' businesses, including but not limited to all technical and business SOPs, pricing, corporate policies, etc.;
 - Evaluations of service/product delivery capabilities, software performance, vendor-client relationships, strategic partnership opportunities, sales lead and/or business referrals or business segment acquisition possibilities;
 - Employee contact information;
 - Written information marked as "Commercial-in-Confidence," "Confidential," or with another similar notation; and
 - Orally or visually disclosed information that is reduced to writing, marked with a notation such as those indicated above, and delivered to the Receiving Party within 30 days of the oral or visual disclosure. Orally or visually disclosed information will be treated as Confidential Information until the 30-day period has passed.
 - Note that documents that are unmarked with the appropriate notation may be rectified within 30 days by re-issue of the documentation, marked with a notation such as those indicated above.
- Confidential Information does not include information or data which the Receiving Party can prove is:
 - Information which is within the public domain at the date of its disclosure to the Receiving Party or which thereafter enters the public domain through no fault of the Receiving Party;
 - Information which is already known to the Receiving Party at the time of its disclosure to the Receiving Party by the Disclosing Party and is not otherwise subject to the confidentiality restrictions;
 - Information which following its disclosure by the Disclosing Party to the Receiving Party, is received by the Receiving Party without obligation of confidence from a Third Party who the Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
 - Information which is independently developed by the Receiving Party without resort to the Confidential Information; or
 - Information which is disclosed under operation of law;
- The Receiving Party shall take all reasonable steps to safeguard the Disclosing Party's Confidential Information, and any tangible embodiments thereof, against unauthorized disclosure and use. The Receiving Party shall take all reasonable steps to ensure that the provisions of this Non-Disclosure Agreement are not violated by any person under its control or in its service.
- The Receiving Party shall be entitled to disclose Confidential Information if required by a court of competent jurisdiction or by any regulatory body, whether as a result of any application made by the Receiving Party or an investigation by the regulatory body or otherwise provided that:
 - The Receiving Party shall take such steps as are reasonably necessary and available to maintain the confidentiality by the court or regulatory body and other parties in the case; and
 - The Receiving Party provides the Disclosing Party with prompt written notice of any request for disclosure (provided that it is lawful to do so) so that the Disclosing Party may seek a protective order or other appropriate remedy.
- The Receiving Party shall take all reasonable measures available to it, and in any event not less than those used to protect its own Confidential Information, to keep the Confidential Information in the strictest confidence. If the Receiving Party has taken all reasonable measures it shall not be responsible if any of the Confidential Information should be used improperly or disclosed to any Third Party whether by reason of honest mistake, dishonest appropriation or otherwise.

Warranty

- All Teledyne CARIS products carry a one (1) year Warranty on the original software purchased ensuring the functionality of the software as outlined in the software documentation. The warranty is valid provided the Teledyne CARIS software and support products are installed according to Teledyne CARIS' guidelines.
- Warranty for all other third party hardware and software acquired by Teledyne CARIS for the Client, will be passed onto the Client where permitted by the manufacturer. If the materials under warranty must be handled by Teledyne CARIS, all shipping charges and labour involved shall be charged to the Client.
- Teledyne CARIS guarantees hardware compatibility with Teledyne CARIS software only when the hardware is purchased from, or specified by, Teledyne CARIS. Teledyne CARIS is not responsible for on-site hardware installation or related work activities unless otherwise agreed in writing.
- Teledyne CARIS does not guarantee Teledyne CARIS software performance in situations where Teledyne CARIS is required to integrate or co-exist with software not supplied by Teledyne CARIS.

Upgrade Fee

- A Software Subscription Agreement that is interrupted may be subject to payment of an upgrade fee prior to Subscription being reinstated.

Limitation of Liability

- No remedies other than those specified herein are available to the Parties.
- Neither Party shall have liability to the other Party under or in connection with any contract formed on the basis of this Quotation, howsoever arising, from damages in respect of loss or erroneous data, economic loss including loss of profits or contracts or for indirect or consequential loss or damage.
- Except where otherwise noted herein, when a contract is formed between the Parties based on this Quotation, the liability of either Party under this Agreement, whether for breach, negligence, personal injury, or any other cause, shall be limited to the value of the purchased software.

Force Majeure

- Neither Party shall be liable for any delay in meeting or for failure to meet any of its obligations under these Terms and Conditions or any contract formed between the Parties based on this Quotation due to any cause outside its reasonable control, including, without limitation, strikes, lock-outs, acts of God, war, riot, malicious acts of damage, fire, acts of any government authority or failure of the public electricity supply.

Interpretation

- If any provision of these Terms and Conditions is wholly or partially unenforceable for any reason such unenforceable provision shall not affect the enforceability of the balance of these Terms and Conditions, which shall remain in full force and effect.
- This License may be modified or amended only by written agreement between Licensee and Supplier.

**Applicable Law and
Jurisdiction**

- This Agreement is governed and will be interpreted and enforced in accordance with the laws of New Brunswick, Canada, without regard to conflicts of law principles that would apply the laws of another jurisdiction. Unless otherwise agreed, all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement shall, in the first instance, be arbitrated by a single arbitrator in accordance with the New Brunswick International Commercial Arbitration Act, or, where both Parties are Canadian residents, in accordance with the New Brunswick Arbitration Act, and afterwards, in case of continued dispute, before the Court of competent jurisdiction in New Brunswick. Notwithstanding the above, in the case of a marine or other dispute subject to federal law, this Agreement shall be arbitrated in the first instance, in accordance with the Commercial Arbitration Act (Can.) and afterwards, in case of continued dispute, before the Court of competent jurisdiction in New Brunswick. In all cases, the arbitration shall be held in Fredericton, New Brunswick. The language of the arbitration shall be English. The Parties hereby waive any and all defenses to such jurisdiction and venue.
- The arbitrator will be selected by mutual agreement between the Parties, and, if this proves impossible after 7 days, will be selected by court appointment by the Court of competent jurisdiction in New Brunswick.

Terms and Conditions Supplement for Training Courses

Scheduling (at Client site)	<p>To schedule the Teledyne CARIS training course to be held at the Client's location, please contact the Customer Service Department or your Account Representative. The request must include the following details:</p> <ul style="list-style-type: none"> • your organization's name and mailing address • the name, contact number(s), and e-mail addresses of the contact person(s) arranging the course • the course name(s) /topic(s) as listed in the quotation • preferred dates and at least one alternate date. • names and background information of trainees (maximum of ten (10) trainees) <p>Requests are processed on a first-come, first-served basis. They must arrive not less than eight (8) weeks before the course begins. Early registration is encouraged, as courses are difficult to arrange at short notice. Due to unforeseeable circumstances, courses are occasionally rescheduled or postponed. Notification will be given not less than two (2) weeks before the start of a course if this happens. We regret that Teledyne CARIS cannot be held responsible for any cancellation fees that may be incurred by the Client in the unlikely event that this happens.</p>
Training Costs (at Client Site)	<p>Clients are responsible for the training course fees, plus all relevant expenses incurred by the training representative. A lump sum will be quoted that includes:</p> <ul style="list-style-type: none"> • training course fees - that include course preparation, copying of training materials, etc. • air travel - if applicable, using economy class on a Canadian airline or affiliate where possible • accommodation costs - at a reasonable hotel near the course location and with accommodations agreeable to Teledyne CARIS (recommendations are welcome) • meals - flat rate per day (per diem) • incidental costs - including taxis, excess baggage costs (e.g.: for shipping training materials, etc.), visas, etc. • car rental - if applicable, including taxes, fuel, parking, tolls, etc. <p>The Client will also be responsible for providing a classroom, and computer hardware for the course.</p>
Cancellation or Postponement (at Client Site)	<p>If the plans for training change, please contact us immediately. Please note that refunds cannot be issued. If training has to be cancelled or postponed the following fees apply:</p> <ul style="list-style-type: none"> • Cancellation or postponement within three (3) weeks of the planned start date will result in a charge that is 25% of the total training cost. • Cancellation or postponement within one (1) week of a planned start date will result in a charge that is 50% of the total training cost. <p>The charges will cover the preparation time spent by trainer and transportation alteration/cancellation costs. Teledyne CARIS always tries to minimize travel costs to the Client by booking transportation/flights early.</p>
Reservations (at Teledyne CARIS Site)	<p>To reserve a place in a general Teledyne CARIS training course, please contact the Customer Service Department or your Account Representative. A separate application must be completed for each trainee, and include:</p> <ul style="list-style-type: none"> • the organization's name and mailing addresses • the name, contact number(s), and e-mail address of each trainee • the course name, preferred date and if applicable an alternate date <p>Applications are processed on a first-come, first-served basis, and should arrive not less than four (4) weeks before a course begins. Your early registration is encouraged, as class sizes are kept small to allow for greater instructor/trainee interaction.</p>
Cancellation (at Teledyne CARIS Site)	<p>If the Client is unable to attend a course, the Client is required to contact Teledyne CARIS immediately. Please note that refunds cannot be issued. If cancellation is made after payment is received, the money will be credited towards the Client's next training course, minus a non-refundable administration fee of \$100. If the Client fails to attend a course for which the Client is registered, an invoice will be issued for the entire amount of the course and other applicable expenses.</p>
Costs and Travel Arrangement (at Teledyne CARIS Site)	<p>The training course fee includes: instruction and preparation time, materials, hardware, refreshments at coffee breaks, etc. Please note that trainees are responsible for their own travel and accommodations costs and arrangements. If you require any local travel or hotel information please contact us.</p>
Confirmation (at Teledyne CARIS Site)	<ul style="list-style-type: none"> • Placement in a course will be confirmed not less than two (2) weeks prior to the start of a course. Do not finalize any travel arrangements until after official confirmation has been received. • Placement can only be confirmed with proof of payment.
General Information	<ul style="list-style-type: none"> • Unless otherwise informed, courses run from 9am to 4pm daily. One hour is reserved for lunch break and two 15-minute breaks are reserved for refreshments. Refreshment breaks are taken in the morning and afternoon. Please note that Teledyne CARIS does not provide the lunch during training courses. Nor does Teledyne CARIS provide refreshments if the training is not at the Teledyne CARIS Site. • There are several restaurants within a short walk from the office if training is at Teledyne CARIS in Fredericton. • For training at Client sites, Teledyne CARIS will gladly accommodate alternate daily programs. • Casual attire is suggested.
Correspondence	<p>Contact the Customer Service Department or your Account Representative to request any additional information including course scheduling and status.</p>